

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN -- SOUTHERN DIVISION

MICHAEL REGAN,
Plaintiff,

-vs-

Case No.

Hon.

DEMAND FOR JURY TRIAL

CHERF & GREENUP, P.C.,
Defendant.

COMPLAINT & JURY DEMAND

Michael Regan states the following claims for relief:

Jurisdiction

1. This court has jurisdiction under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k(d) and 28 U.S.C. §§ 1331, 1337.

Parties

2. The Plaintiff is Michael Regan (“Mr. Regan”), who resides in Macomb County, Michigan.
3. Defendant is Cherf & Greenup, P.C. (“Cherf & Greenup”), which is a professional corporation doing business in Michigan at 25400 Little Mack Avenue, St. Clair Shores, Michigan 48081.

Venue

4. The transactions and occurrences that gave rise to this action occurred in Macomb County, Michigan.
5. Venue is proper in the Eastern District of Michigan.

General Allegations

6. On May 31, 2012, Mr. Regan retained Vitale & Associates, PLLC (“Vitale”) to represent him in his divorce proceedings.

7. Vitale's representation of Mr. Regan concluded on or about August 13, 2013.
8. Mr. Regan disputed the amount of attorney's fees billed to him by Vitale both during the representation and subsequent to the representation.
9. Some time after the conclusion of the representation, Vitale retained Cherf & Greenup to collect from Mr. Regan attorney's fees that Mr. Regan allegedly owed to Vitale.
10. On or about April 21, 2014, Cherf & Greenup sent a letter to Mr. Regan stating, *inter alia*, that: (1) Cherf & Greenup was contacting Mr. Regan to collect a debt allegedly owed by him to Vitale; (2) the alleged debt would be assumed to be valid unless Mr. Regan disputed it within thirty days after Mr. Regan's receipt of the letter; and (3) if Mr. Regan timely disputed the alleged debt in writing, Cherf & Greenup "will secure evidence of the debt and amount due . . . and mail it to you."
11. On or about May 13, 2014, Mr. Regan mailed to Cherf & Greenup a written dispute of the alleged debt to Vitale.
12. As of the date of this Complaint, Cherf & Greenup has not responded to the dispute letter or otherwise provided Mr. Regan with verification of the alleged debt.
13. On or about August 26, 2014, a complaint was filed in the 41-B District Court in Clinton Township, Michigan against Mr. Regan to recover the debt referenced in the April 21, 2014 letter from Cherf & Greenup.

COUNT I – Fair Debt Collection Practices Act (“FDCPA”)

14. Mr. Regan incorporates the preceding allegations by reference.
15. At all relevant times, Cherf & Greenup – in the ordinary course of its business – regularly engaged in the practice of collecting debts on behalf of other individuals or entities.

16. Cherf & Greenup is a "debt collector" under the FDCPA, 15 U.S.C. § 1692a(6).
17. At all times relevant to this complaint, Cherf & Greenup sought to collect a "consumer" debt from Mr. Regan.
18. Cherf & Greenup's actions to collect the alleged debt from Mr. Regan violated the provisions of the FDCPA, including, but not limited to, 15 U.S.C. §§ 1692e, 1692f and 1692g.
19. Mr. Regan suffered damages as a result of Cherf & Greenup's violations of the FDCPA.

Demand for Jury Trial

20. Mr. Regan demands trial by jury in this action.

Demand for Judgment for Relief

21. *Accordingly, Mr. Regan respectfully requests that this Honorable Court grant:*
 - a. *Actual damages, including attorney's fees in defending the wrongfully initiated suit;*
 - b. *Statutory damages; and*
 - c. *Statutory costs and attorney fees.*

Respectfully Submitted,

LYNGKLIP & ASSOCIATES
CONSUMER LAW CENTER, PLC

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